

Amendment #8 to Agreement

WHEREAS, the parties hereto have previously executed an agreement on July 1, 2005; and

WHEREAS, the parties desire to amend said agreement as described in the attached proposal; and,

WHEREAS, the parties desire to amend said agreement to adjust contractual obligations by making the following changes:

Replace Cover Sheet, Page 1 "Contract for Service."
Updated "Directory."
Amended Contract Period to July 1, 2009 through June 30, 2010.

Replace Page 1 of 14.
Amended § B.1., "Contract Term" effective for the period commencing on July 1, 2009 and ending on June 30, 2010.

Revised §C.1, by decreasing the "Maximum Liability" amount from \$107,563 to \$107,163.

Replace Attachment 2, Page 10, "Financial Agreement."
Revised § C.4(e) and "Total for Contract."

Replace Attachment 2, Page 12, "Financial Agreement."
Revised § C, "Summary Budget."

NOW, THEREFORE, in consideration of the premises, parties hereto agree that the agreement dated July 1, 2005 be and is hereby amended in the manner stated above, and further agree that all other provisions of the agreement are to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their officials thereunto duly authorized.

PROVIDER: METROPOLITAN INTER-FAITH ASSOCIATION

Signature Margaret Craddock DATE: 6-4-09
Margaret Craddock, Executive Director

Signature M. McCauley DATE: 6-10-09
Chairman

Before me, a Notary Public duly qualified in and for the State of TN, County of Shelby, personally appeared Margaret Craddock and Prisc Ford and executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 10th day of June, 2009.

Kara Ella McCauley
Notary Public



My Commission expires My Commission Expires June 29, 2010

AGENCY: AGING COMMISSION OF THE MID-SOUTH, INC. (Area Agency on Aging)

Dora L. Ivey Date 6/16/09 Rhea Taylor Date 6/4/09
Dora L. Ivey, Executive Director Mayor Rhea Taylor, Chairman

APPROVED AS TO FORM AND LEGALITY: SHELBY COUNTY GOVERNMENT

Contract Administrator/Assistant County Attorney

A.C. Wharton, Jr. Mayor

Aging Commission *of the Mid-South*

CONTRACT FOR SERVICE

- PART A Scope of Services
- PART B Contract Term
- PART C Payment Terms and Conditions
- PART D Standard Terms and Conditions
- PART E Special Terms and Conditions
- PART F Signatures

CONTRACT SUMMARY

AGENCY: AGING COMMISSION OF THE MID-SOUTH

PROVIDER: METROPOLITAN INTER-FAITH ASSOCIATION

Director: Margaret Craddock, CEO/Executive Director
Address: 910 Vance Avenue
City/State/Zip: Memphis, TN 38126
Mailing Address: P. O. Box 3130
City/State/Zip: Memphis, TN 38173-0130
E-mail Address: ssmegelsky@mifa.org
Provider Phone No.: (901) 527-0202 ext. 215
Provider Fax No.: (901) 523-1266
Program Director: Sandra Smegelsky
Supervisor Responsible for this Service Contract: Margaret Craddock

SERVICE NAME: LONG TERM CARE OMBUDSMAN
(SENIOR CITIZENS ADVOCATES)

GEOGRAPHICAL AREA: City of Memphis and Shelby, Fayette, Lauderdale & Tipton Counties

CONTRACT PERIOD: July 1, 2009 through June 30, 2010

**CONTRACT AGREEMENT BETWEEN THE
AGING COMMISSION OF THE MID-SOUTH
AND
METROPOLITAN INTER-FAITH ASSOCIATION**

This Contract, by and between the Aging Commission of the Mid-South (Area Agency on Aging and Disability), hereinafter referred to as the "Agency," and Metropolitan Inter-Faith Association, hereinafter referred to as the "Provider," is for the provision of Long Term Care Ombudsman Services, as further defined in the "SCOPE OF SERVICES."

The Provider is a nonprofit corporation. The Provider's address is:

910 Vance Avenue
Memphis, TN 38126

The Provider's place of incorporation or organization is the State of Tennessee.

A. SCOPE OF SERVICES:

- A.1. Description of services to be provided under this contract is included as Attachment 3, and is incorporated herein by reference.
- A.2. In the "SCOPE OF SERVICE", Attachment 1, Provider will be responsible for adhering to the identified requirements.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2009, and ending on June 30, 2010. The Agency shall have no obligation for services rendered by the Provider which are not performed within the specified period.
- B.2. Option to Renew. The parties shall have the option to renew said Contract for three additional one-year terms, upon mutual written agreement of the parties.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the Agency under this Contract exceed One Hundred Seven Thousand One Hundred Sixty Three and 00/100 Dollars (\$107,163). (Agency's liability excludes cash on hand.) This amount and the Contract Budget, attached and incorporated herein as a part of this Contract as Attachment 2, shall constitute the maximum amount due the Provider for the service and all of the Provider's obligations hereunder. The Contract Budget items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Provider. Summary Budget and Service Requirements to be provided under this contract are included as Attachment 2, and are incorporated herein by reference.
- C.2. Compensation Firm. The maximum liability of the Agency under this Contract is firm for the duration of the Contract and is not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Provider shall be compensated for actual, reasonable, and necessary costs based upon the Contract Budget, Attachment 2, not to exceed the maximum liability established in Section C.1. Upon progress toward the completion of the work, as described in Attachment 1 of this Contract, the Provider shall submit invoices, in form and substance acceptable to the Agency, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly and indicate at a minimum the budget item, the amount charged by item for the period invoiced, the amount charged to date by item, the total amount charged under this Contract for the period invoiced, and the total amount charged to date.

ATTACHMENT 2

FINANCIAL AGREEMENT

A. The Agency agrees to compensate the Provider as follows:

1. The Agency shall reimburse Provider's actual cost monthly in accordance with the budget approved by the Agency. Changes in said budget may be made upon written approval by the Agency as long as the maximum total amount is not changed.
2. The Agency, in its discretion, may make an advance to the Provider of up to 10 percent of the total amount of this Contract.
3. At the expiration or termination of this Contract the Agency may request the Provider to refund the amount, if any, by which total payments exceed actual expenses in accordance with the approved budget. If no refund request is made, the Provider shall budget the cash-on-hand for the next budget period.
4. Funding for this Contract will not exceed the amounts shown below:

FUNDS AVAILABLE

	<u>Previous Year</u>		
	<u>Cash on Hand</u>	<u>Unrequested</u>	<u>Current Yr.</u>
(a) III-B			\$ 54,563
(b) III-C1			
(c) III-C2			
(d) III-D			
(e) Ombudsman			\$ 52,600
(f) State Nutrition			
(g) State One-Time Award			\$
TOTAL FOR CONTRACT			\$ 107,163

Funding for items 4(a), (b), (c), and (d) cannot exceed 80% of the total program costs for these categories, with the remaining 20% coming from non-federal sources.

Funding for item 4(c) cannot exceed 50% of the total program costs for this category, with the remaining 50% coming from non-state sources (at least 10% of the non-State sources must be cash).

Funding for item 4(f) cannot exceed 90% of the total program costs for this category, with the remaining 10% coming from non-state sources.

5. If the other terms of this contract allow reimbursement for the cost of nutrition services, the Agency agrees, to the extent that funds are available, to make additional cash payments not to exceed \$ N/A to the Provider for purchasing United States Department of Agriculture commodities and other foods of United States origin for use in its Title III nutrition program, payments to be made monthly as reimbursements for the actual number of meals served to eligible clients.

C. SUMMARY BUDGET:

Title III-B Funds	\$ 54,563
Title III-D	<hr/>
Ombudsman Funds	52,600
Local Funds	<hr/> 10,913
Cash	\$ 2,728
In-Kind	8,185
Program Income	<hr/>
Other	<hr/>
TOTAL BUDGET	\$ 118,076

D. SERVICE REQUIREMENTS:

The service descriptions for these services identified in the attached Scope of Services, Part A, Summary of Direct Service Requirements, are a part of the Contract and are attached.